

REMARKS

The Examiner is thanked for the careful review of this application.

Favorable reconsideration and allowance of the present patent application are respectfully requested in view of the foregoing amendments and the following remarks. Claims 1-24 are pending in the current application. Claims 1, 10, 11, 18, and 19 are independent claims.

Reply to Office's Response to Arguments

Since the Office has maintained the prior rejections and has provided arguments in support of this position, the Applicants will address the Office's response first.

1. *Regarding the rejection of claims 11-21 under 35 U.S.C. § 102 over Kiiveri, Kiiveri's alleged 'downloading' corresponds to memory-loading of an operating system and/or applications into either secure RAM or unsecure ASIC RAM, which is not the same as a selective download of an application from an external and/or wireless network as claimed.*

As shown in FIG. 1 of Kiiveri, a boot application is stored in a boot read-only-memory (ROM) within a secure portion of an ASIC. When the ASIC powers-up, the boot application copies an operating system (OS) and other application software into either a 'secure' RAM or into an unsecure RAM (referred to as 'ASIC RAM') which is in an unsecure portion of the ASIC. In particular, Kiiveri states "[t]he secure environment comprises a ROM from which the ASIC is booted. This ROM contains boot application software and an operating system OS", and that "by controlling this boot software, it is also possible to control the initial activation of every terminal" (*e.g.*, see [0022]-[0023] of Kiiveri).

Basically, during power-up of the ASIC, a unique key (*e.g.*, which is 'fused' into the ASIC and cannot change, see [0025] of Kiiveri) is used to determine whether to load software into the secure RAM or the ASIC RAM. With respect to FIG. 2 of Kiiveri, Kiiveri states that "[a]t power up, ROM boot software activates secure mode for initial configuration," after which "signatures for the first protected application and operating system to be downloaded are checked" (*e.g.*, see [0031] of Kiiveri). In other words, the applications and OS stored in the boot ROM are checked to determine whether they are properly encoded with the unique key.

Kiiveri then states that “[i]f the signatures are correct, the application and the operating system is **downloaded** into the secure environment RAM” and that “[w]hen the desired software has been downloaded, the CPU is informed that the download is completed and the CPU starts executing the verified software” (*e.g.*, *see* [0031] of Kiiveri, Emphasis added). In context, the Applicants believe that the term “downloading” in Kiiveri is used interchangeably with what would more normally be referred to as “loading.” Indeed, in the next paragraph, Kiiveri states “if the signature check fails or if no signature is present, unsecure mode is activated and the non-verified application is **loaded** into the ASIC RAM” (*e.g.*, *see* [0032] of Kiiveri, Emphasis added). In the context of Kiiveri, referring to FIG. 1, this type of downloading or loading simply corresponds to the ASIC transferring the OS and application software from the boot ROM into either (i) the secure RAM or (ii) into the ASIC RAM.

By contrast, independent claim 19 (which has not been amended) recites “downloading through a wireless connection to a computer platform of the computer device an application” (Emphasis added). The “downloading” recited in independent claim 19 thereby occurs wirelessly, which implies that the download corresponds to application data being received from a remote or external entity. The alleged ‘downloading’ in Kiiveri, by contrast, simply corresponds to transferring data from permanent storage (*i.e.*, a ROM) into power-dependent (but more flexible) storage in a RAM (*e.g.*, either an unsecure ASIC RAM or a secure RAM).

Accordingly, Kiiveri’s alleged “downloading” is fundamentally different than the downloading being claimed. Also, the transfer of the OS and application software from the boot ROM to either RAM does not occur “through a wireless connection” as claimed. The above-noted feature referred to in independent claim 19 was previously recited, and independent claim 19 has not been further amended by this Amendment. Accordingly, the Applicants respectfully request that this art grounds of rejection be withdrawn.

The Applicants have further made explicit this feature in similar fashion into independent claims 11 and 18. For example, independent claim 11 now recites that the “downloading” occurs “from a wireless network to a computer platform of the computer device.” Again, the power-up loading of memory from the ROM to the RAM in Kiiveri clearly does not correspond to retrieval of an application from a wireless network. Indeed, requiring ASICs to download their OS during each boot would be incredibly time-consuming. Further, the Applicants respectfully submit that

these Amendments are substantially of a clarifying and non-substantive nature that should not raise new issues because “downloading” has a fairly well-understood meaning in the art of data-transfers and Kiiveri’s use of this term diverges from the more common meaning.

For the reasons given above, the Applicants respectfully submit that independent claims 11, 18, and 19 are allowable over Kiiveri. As such, claims 12-17 and 20-21, dependent upon independent claims 11 and 19, respectively, are likewise allowable over Kiiveri at least by virtue of their dependence upon the independent claims.

The Applicants respectfully request that the Office withdraw this art grounds of rejection.

Reconsideration and issuance of the present application is respectfully requested.

2. *Regarding the rejection of claims 1-10 and 22-24 under 35 U.S.C. § 103 over Shenfield in view of Kiiveri, Kiiveri is insufficient to cure Shenfield’s admitted deficiency with respect to the “download manager” at least because Kiiveri’s alleged ‘downloading’ corresponds to memory-loading of an operating system and/or applications into either secure RAM or unsecure ASIC RAM, which is not the same as a selective download of an application from an external and/or wireless network as claimed.*

Shenfield is directed to a system and method of building wireless component applications. The Applicants agree with the Office in that “Shenfield is silent in teaching a download manager resident on the computer platform that at least selectively downloads applications that do not comply with the predefined security protocol” (e.g., see Page 3 of the 10/7/2009 Final Office Action). However, the Office alleges that Kiiveri cures this particular deficiency of Shenfield.

As discussed in the preceding section, Kiiveri uses the term “downloading” to refer to the loading of data from permanent memory (*i.e.*, a ROM) into temporary memory (*i.e.*, either a secure RAM or an unsecure ASIC RAM, based an associated application-signature ID). This is clearly not the same as “a download manager resident on the computer platform that is configured to selectively download applications through [a wireless communication] portal” as recited in independent claim 1 and similarly recited in independent claim 10.

The combination alleged by the Office is not supportable from the viewpoint of one skilled in the art. The logical combination of Shenfield and Kiiveri (assuming they would be

combinable, which the Applicants do not admit) would be to have the processor and memory architecture of Kiiveri embedded in a wireless device of Shenfield for loading of data from permanent memory (*i.e.*, a ROM) into temporary memory secure RAM or an unsecure ASIC RAM for operation. Since the teachings of Kiiveri are directed to a processor and memory architecture, which are inherent in a wireless device (*e.g.*, 100) of Shenfield, the logical combination (if one exists) would be to modify the processor and memory architecture of the wireless device of Shenfield to comply with the processor and memory architecture taught by Kiiveri. The Office has not addressed why one skilled in the art would avoid the clear application of the teachings of Kiiveri to a common element of Shenfield. Further, the Office has not provided any rationale as to why one skilled in the art would avoid this combination and arrive at the combination alleged by the Office.

Accordingly, the Applicants respectfully submit that Kiiveri does not cure Shenfield's admitted deficiency with regard to the above-noted claim features of independent claims 1 and/or 10.

As such, claims 2-9, dependent upon independent claim 1, are likewise allowable over Shenfield in view of Kiiveri at least by virtue of their dependence upon the independent claims.

The Applicants respectfully request that the Office withdraw this art grounds of rejection.

SUMMARY

Since the Office has maintained the rejections of claims 1-24 under 35 U.S.C. § 102 and 103 as noted above, the Applicants once again traverse these rejections. The Applicants expressly maintain the reasons from the prior responses to clearly indicate on the record that the Applicants have not conceded any of the previous positions relative to the maintained rejections. For brevity, the Applicants expressly incorporate the prior arguments presented in the 3/24/2009 response without a literal rendition of those arguments in this response.

For at least the foregoing reasons and the reasons set forth in the Applicants' response of 3/24/2009, it is respectfully submitted that claims 1, 10, 11, 18 and 19 are distinguishable over the applied art. The remaining dependent claims are allowable at least by virtue of their dependency on the above-identified independent claims. Moreover, these claims recite

additional subject matter, which is not suggested by the documents taken either alone or in combination.

CONCLUSION

In light of the amendments contained herein, Applicants submit that the application is in condition for allowance, for which early action is requested.

Please charge any fees or overpayments that may be due with this response to Deposit Account No. 17-0026.

Respectfully submitted,

Dated November 23, 2009

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